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CURRICULUM ASSOCIATES, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
(SAN FRANCISCO DIVISION)

CURRICULUM ASSOCIATES, LLC, a
Massachusetts limited liability company,

Plaintiff,

v.

LETSGOLEARN, INC., a Delaware
corporation,

Defendant.

Civil Action No. 11-CV-01060-CRB

STIPULATION AND ~~PROPOSED~~
ORDER RE LIMITED STAY OF ACTION

1 Plaintiff Curriculum Associates, LLC ("CA") and Defendant LetsGoLearn, Inc.
2 ("LGL"), by and through their attorneys, hereby stipulate and agree as follows:

3 1. CA and LGL are parties to that certain Lets Go Learn Distribution
4 Agreement, dated as of October 29, 2007 (the "Distribution Agreement").

5 2. LGL and Learning Today are parties to that certain Interim Reseller
6 Agreement, dated March 10, 2011.

7 3. On or about March 7, 2011, CA filed the instant action and effected service
8 of the Complaint on LGL on the same day.

9 4. CA and LGL now desire to stay the action for a period of thirty (30) days
10 from the date hereof in order to attempt to resolve the disputes that are the subject of this action
11 (the "Stay Period").

12 5. During this Stay Period, CA and LGL agree:

13 a. LGL will sell to CA the Products identified on Appendix A to the
14 Distribution Agreement for trials, new customers, existing customers, and renewal customers.

15 b. Neither party will take any steps to prosecute or defend this case, or
16 initiate litigation or arbitration against the other party in any other forum with respect to the claims
17 asserted in CA's Complaint.

18 c. The parties shall engage in good faith efforts to resolve their
19 business dispute during the Stay Period.

20 6. If either party breaches this Stipulation, except as excused by *force majeure*,
21 the Stay Period shall terminate.

7. Assuming the Stay Period is not terminated, the time for LGL to file its responsive pleading shall be extended to and including ten (10) days (including weekend days) following the expiration of the Stay Period.

DATED: March 10, 2011

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By /s/ Philip F. Atkins-Pattenson
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DATED: March 10, 2011

BARG COFFIN LEWIS & TRAPP LLP

By /s/ Marco Quazzo
MARCO QUAZZO

Attorneys for Defendant
LET'S GO LEARNING, INC.

ATTORNEY'S E-FILING ATTESTATION

As the attorney e-filing this document, and pursuant to General Order 45(X)(B.), counsel for Plaintiff, by his electronic signature above, attests that counsel for Defendant whose electronic signature appears above has concurred in the filing of this document.

ORDER

Having read the foregoing Stipulation, and good cause appearing in support thereof, IT IS HEREBY ORDERED. Provided the Stay Period is not earlier terminated per Paragraph 6 herein, Defendant shall have forty (40) days from the date of this Order to file its responsive pleading in this case.

Dated: March 11, 2011

